

November 14, 2018

***Via Certified Mail, Return Receipt***

California Labor and Workforce Development Agency  
801 K Street, Suite 2101  
Sacramento, California 95814

**RE: *Calderon, et al. v. Amazon Logistics, Inc.***

This office represents Jaime Calderon, Frank Womack, Jr., and Po Ung (“Plaintiffs”) in connection with their claims under the California Labor Code. Plaintiffs are former employees of Amazon Logistics, Inc. (“Defendant”). Within the last four years, Defendant employed Plaintiffs and other similarly situated employees as “Delivery Partners” under Defendant’s Amazon Flex program (“Amazon Flex” or “the Program”). Plaintiff Jaime Calderon worked for Amazon Flex from November 10, 2017 to September 2018. Plaintiff Po Ung worked for Amazon Flex from June 2017 to July 2018. Plaintiff Frank Womack, Jr. began working for Amazon Flex in October 2017, and he is still currently working for the Program.

As Delivery Partners, Plaintiffs and other similarly situated employees were paid an hourly rate of \$18.00/hour for various delivery “shifts.” At the beginning of their shifts, Plaintiffs picked up packages at locations specified by Defendant and delivered packages to Defendant’s customers using routes specified by Defendant. During their delivery shifts Plaintiffs would incur costs such as fuel and parking violations—delivery-related expenses which should have been paid for or reimbursed by Defendant—which, when subtracted from Plaintiffs’ hourly pay, caused them to earn an hourly wage that is less than California’s statutory minimum wage. Plaintiffs worked in excess of eight hours in one day and/or forty hours in one week delivering packages for Defendant and were not compensated at California’s overtime premium rate for hours worked over eight in one day and/or forty in one week. Plaintiffs also were also occasionally not compensated for pre-shift waiting time, delivery hours that went over their schedule shift times, and time spent returning packages to Defendant’s warehouses. Additionally, Plaintiffs frequently worked without meal or rest breaks, but were not compensated an additional hour as required under California’s Labor Code. Defendant failed to properly compensate Plaintiffs within the time period specified by California’s Labor Code, and Defendant continues to withhold compensation from Plaintiffs to this day.

Plaintiffs allege that they were misclassified as Independent Contractors while employed as part of Amazon Flex, which resulted in Plaintiffs being denied: (1) compensation at California's statutory minimum wage; (2) compensation at California's overtime premium rate for all hours worked over eight in one day or forty in one workweek; (3) reimbursement for delivery-related expenses; (4) compensation for forgone meal or rest breaks; (5) timely compensation. Furthermore, Defendant failed to keep accurate payroll and employment records in violation of California's Labor Code. Plaintiffs intend to file a class action lawsuit for violations of the California Labor Code, including civil penalties which are recoverable under Private Attorneys General Act, § 2699, *et seq.* This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. Plaintiffs' specific claims are as follows:

### **Violations of California Labor Code § 1182.12**

California Labor Code section 1182.12 requires employers to pay their employees an hourly rate that is at least equal to that set forth in subsections a and b of section 1182.12. For individuals employed between July 1, 2014 and January 1, 2016, this rate was \$9.00 per hour. From January 1, 2016 to January 1, 2017, this rate was \$10.00 per hour. From January 1, 2017 to December 31, 2017, this rate was, and currently is, \$10.50 per hour. Plaintiffs' and other aggrieved employees' compensation occasionally fell below California's statutory minimum wage.

### **Violations of California Labor Code §§ 510, 1194, 1197.1, and 1198**

California Labor Code §§ 510, 1194, 1197.1, and 1198 require employers to pay time-and-one-half or two-times overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day, twelve hours in one day, and forty hours in one week without paying the premium overtime rates. Defendant failed to pay Plaintiffs at the required overtime rates, in violation of the California Labor Code. Plaintiffs and other aggrieved employees consistently worked overtime but were not paid for all the straight time and overtime hours they worked at their lawful hourly rate.

### **Violations of California Labor Code §§ 1174 and 1174.5**

California Labor Code sections 1174 and 1174.5 require employers to keep required payroll records showing the actual hours worked each day by employees. Plaintiffs and other aggrieved employees regularly worked hours that were not recorded by Defendant.

### **Violations of California Labor Code §§ 226.7 and 512**

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Plaintiffs and other aggrieved employees were regularly not allowed to take proper meal and rest periods and were not properly compensated for missed meal and rest periods.

### **Violations of California Labor Code §§ 201, 202, and 203**

California Labor Code sections 201, 202, and 203 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately; and that if an employee voluntarily leaves his or her employment his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Plaintiffs and other aggrieved employees may have not been paid all the wages that they were owed upon discharge.

### **Violations of California Labor Code § 226(a)**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Defendant did not provide Plaintiffs and other aggrieved employees with proper itemized wage statements. The wage statements they received from Defendant were in violation of California Labor Code, section 226(a). The violations include, without limitation, the failure to include the total hours worked, and the failure to include all applicable hourly rates. Therefore, on behalf of all aggrieved employees, Plaintiffs seek all applicable penalties related to these violations of the California Labor Code pursuant to California's Labor code Private Attorneys General Act.

The employer may be contacted directly at:

Amazon Logistics, Inc.  
410 Terry Avenue North  
Seattle, WA 98109

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address provided on the first page of this correspondence. A copy of this communication is also being sent to the Defendant listed above.

Very truly yours,

SOMMERS SCHWARTZ, P.C.



Jason J. Thompson

JJT/wev